

**FAEGRE & BENSON LLP**3200 WELLS FARGO CENTER, 1700 LINCOLN STREET  
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MAR 21 2005

**FACSIMILE TRANSMISSION**

FROM: Chad S. Hilyard, Esq.

TELEPHONE: 303-607-3696

DATE: March 21, 2005TIME: 3:36 p.m.  
(Denver)NUMBER OF PAGES (including this page): 13F&B FILE: **56578-308397**

TO: Commissioner for Patents

TELEPHONE:  
FAX: (703) 872-9306**MESSAGE****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Lee Cole et al.

Examiner: Not Yet Known

Art Unit: Not Yet Known

Serial No.: 10/063,319

Confirmation No.: 6881

Filed: April 10, 2002

Atty. Docket No.: 56578-308397

For: DYNAMIC LAYOUT SYSTEM AND PROCESSES

**CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8**I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS ARE BEING FACSIMILE TRANSMITTED TO THE UNITED STATES PATENT AND TRADEMARK OFFICE VIA FACSIMILE NO. (703) 872-9306 ON MARCH 21, 2005.

1. POWER OF ATTORNEY AND CORRESPONDENCE ADDRESS INDICATION FORM
2. STATEMENT UNDER 37 CFR 3.73(b)

  
Alicia R. Espinoza**IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL OFFICE SERVICES AT 303.607.3900 OR  
ALICIA R. ESPINOZA AT 303.607.3728**

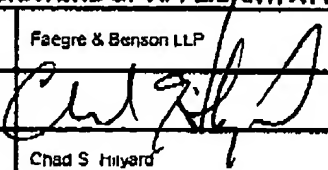
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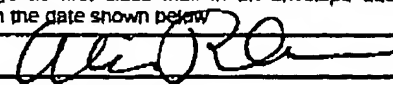
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<b>TRANSMITTAL FORM</b>  (to be used for all correspondence after initial filing)	Application Number	10/063,319
	Filing Date	April 10, 2002
	First Named Inventor	Cole et al.
	Art Unit	
	Examiner Name	
Total Number of Pages in This Submission	Attorney Docket Number	56578-308397

ENCLOSURES (check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment / Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below) Statement Under 37 CFR 3.73(b)
<b>Remarks</b>  		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT			
Firm	Faegre & Benson LLP		
Signature			
Printed Name	Chad S. Hilyard		
Date	March 21, 2005	Reg No.	40,547

CERTIFICATE OF TRANSMISSION/MAILING			
I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.			
Signature			
Typed or printed name	Alicia R. Espinoza	Date	March 21, 2005

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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P1 Cr/SB/81 (06-04)

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**POWER OF ATTORNEY  
and  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

Application Number	10/063,319
Filing Date	April 10, 2002
First Named Inventor	Cole et al.
Title	DYNAMIC LAYOUT SYSTEM AND PROCE
Art Unit	
Examiner Name	
Attorney Docket Number	56578-308397

I hereby appoint:

☒ Practitioners associated with the Customer  
Number:

35657

OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number

OR

☐ The address associated with Customer Number:

OR

☐ Firm or  
Individual Name

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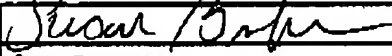
I am the:

☐ Applicant/Inventor

☒ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/98)

SIGNATURE of Applicant or Assignee of Record

Signature		Date	3-16-05
Name	Susan Brushaber	Telephone	303-894-3079
Title and Company	General Counsel, Quark, Inc		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ Total of forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (or file by the USPTO to process) an application. Consequently is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1480, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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T-924 P.04/13 F-491

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PTC/SB/66 (08-04)

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Quark, Inc.Application No./Patent No.: 10/063,319Filed/Issue Date: April 10, 2002Entitled: DYNAMIC LAYOUT SYSTEM AND PROCESSQuark, Inc.a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is      %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 015434, Frame 0169, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below.

1. From     

To:

The document was recorded in the United States Patent and Trademark Office at Reel     , Frame     , or for which a copy thereof is attached.2. From     

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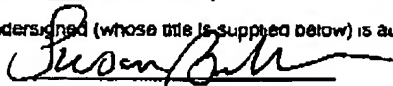
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- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

**[NOTE:]** A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Susan Brushaber

Printed or Typed Name

General Counsel

Title

Dec. 17, 2004

Date

303-894-3070

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1460. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1460.

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FAEGRE & BENSON LLP  
CHAD S. HILYARD  
3200 WELLS FARGO CENTER  
1700 LINCOLN STREET  
DENVER, COLORADO 80203-4532

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-303-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/07/2004

REEL/FRAME: 015434/0169  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
COLE, LEE

DOC DATE: 09/09/2004

ASSIGNOR:  
MUELLER, BRETT

DOC DATE: 09/09/2004

ASSIGNEE:  
QUARK, INC.  
1800 GRANT STREET  
DENVER, COLORADO 80203

SERIAL NUMBER: 10063319

FILING DATE: 04/10/2002

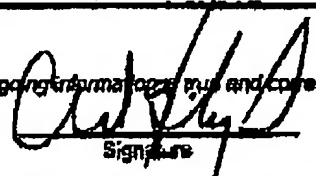
PATENT NUMBER:

ISSUE DATE:

TITLE: DYNAMIC LAYOUT SYSTEM AND PROCESSES

016434/0169 PAGE 2

ALLYSON PURNELL, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

<div style="display: flex; justify-content: space-between;"> <div> <b>Form PTO-1583</b>            (Rev. 10/02)            OMB No. 0651-0027 (exp. 6/30/2005)         </div> <div style="text-align: center;"> <b>RECORDATION FORM COVER SHEET</b>  <b>PATENTS ONLY</b> </div> <div style="text-align: right;"> <b>U.S. DEPARTMENT OF COMMERCE</b>  <b>U.S. Patent and Trademark Office</b> </div> </div>	
Tax settings: <span style="margin-left: 20px;">▼</span> <span style="margin-left: 20px;">▼</span> <span style="margin-left: 20px;">▼</span> <span style="margin-left: 20px;">▼</span> <span style="margin-left: 20px;">▼</span>	
To the honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.	
<b>1. Name of conveying party(ies):</b> <u>Lee Cole</u> <u>Brett Mueller</u>  Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Quark, Inc.</u> Internal Address: _____ _____ Street Address: <u>1800 Grant Street</u> _____ City: <u>Denver</u> State: <u>CO</u> Zip: <u>80203</u> Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance:</b> <div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Other         </div> <div> <input type="checkbox"/> Merger  <input type="checkbox"/> Change of Name         </div> </div> Execution Date: <u>September 9, 2004</u>	
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">             A. Patent Application No.(s)  <u>10063,519</u> </div> <div style="width: 45%;">             B. Patent No.(s)           </div> </div> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning this document should be mailed:</b> Name: <u>Craig S. Hilyard - Reg. No. 40,647</u> Internal Address: <u>Fagore &amp; Benson LLP</u> _____ _____ Street Address: <u>3200 Wells Fargo Center</u> <u>1700 Lincoln Street</u> City: <u>Denver</u> State: <u>CO</u> Zip: <u>80203-4532</u>	<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 3.41) . . . . .</b> <u>\$ 40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>06-0029</u> (Attach duplicate copy of this page if paying by deposit account)
<b>DO NOT USE THIS SPACE</b>	
<b>9. Statement and signature.</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <p style="font-size: small;">To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</p> <p style="text-align: center;"> <u>Craig S. Hilyard</u>              Name of Person Signing           </p> </div> <div style="width: 30%; text-align: center;">               Signature           </div> <div style="width: 25%; text-align: right;"> <p> <u>December 7, 2004</u>              Date           </p> </div> </div> <p style="text-align: center; font-size: small;">Total number of pages including cover sheet, assignments, and documents: <u>8</u></p>	

## **ASSIGNMENT**

WHEREAS, we, **Lee Cole**, residing 1346 Killington Court, Evergreen, Colorado 80439, and **Brett Mueller**, residing at 25958 Genesee Trail Road, PMB 213, Golden, Colorado 80401, have invented a certain new and useful invention entitled "DYNAMIC LAYOUT SYSTEM AND PROCESSES" for which an application for Letters Patent of the United States has been prepared and filed on April 10, 2002, receiving Serial No. 10/063,319, and further identified as Attorney File No. 56578-308397;

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, we have individually and jointly agreed to assign and transfer and do hereby assign and transfer unto **Quark, Inc.** ("Company"), a corporation in the state of Colorado, having its principal office at 1800 Grant Street, Denver, Colorado 80203-1131, its successors and assigns, the entire right, title, and interest in and to said invention and application, and in and to any division or continuation (in whole or in part) of said application, and in and to any and all improvements in said invention made by us or any of us or made jointly with others (provided any such improvement is made during, or within one year after the termination of, the employment by said Company of whichever of us, solely or jointly with one or more others, has made the same), and in and to any and all Letters Patent, reexaminations, reissues, or extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent, Utility Models, or Inventors' Certificates in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise), which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reexamination, reissue, or other or further application based in whole or in part upon said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by us or any of us had this assignment and transfer not been made;

We do further agree for ourselves and for our heirs, executors, and administrators, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such other acts as we lawfully may, that may be deemed necessary by said Company, its successors, assigns, and nominees, fully to secure its right, title, and interest as aforesaid and to obtain or maintain Letters Patent, Utility Models, or Inventors' Certificates in any and all countries;

And we do hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of said applications, to said Company, as the assignee of the entire right, title, and interest therein.



Atty. Docket No.: 56578-308397

IN WITNESS WHEREOF, we have hereunto signed our names on the days and years set forth below:

Date: 2004-Sept-9
  
 Lee Cole

Date: \_\_\_\_\_

Brett Mueller

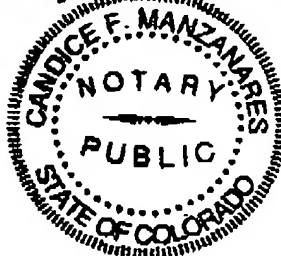
STATE OF Colorado )

) ss.

COUNTY OF Denver )

Before me, a Notary Public in and for said County and State, personally appeared Lee Cole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 9<sup>th</sup> day of September, 2004.


  
 Notary Public
My Commission Expires: MY COMMISSION EXPIRES 09/25/2004

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Brett Mueller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

My Commission Expires:

DNVR1:60275014.01

Page 2 of 2

**QUARK, INC.****EMPLOYMENT AGREEMENT**

This Agreement dated MARCH 27 2000 is between Quark, Inc. whose address is 1800 Grant Street, Denver, Colorado, 80203, referred to as "Company" and BRETT M VELLER whose address is 1112 AVES VYAN, SILVERTHURNE, CO 80061 referred to as "Employee".

In consideration of Company's employment of Employee and of the salary, wages or other compensation paid for Employee's services in the course of such employment and other valuable consideration provided by Company to Employee, the Company and Employee agree as follows:

1. **Employment.** The Company hereby employs the Employee and the Employee accepts such employment. Employee's position and the duties associated therewith shall be determined by the Company and may be modified or changed by the Company in its sole discretion without notice.

*Redacted*

4. **Confidential Business Information.**

(i) All information of a business nature imparted to or learned by Employee in connection with Employee's employment with the Company including but not limited to its financial statements, marketing strategy, marketing data, customer lists, purchasing data, pricing data, profit data, computer software R & D, contractual agreements, software code, software data structures, product development information, unannounced products, and employee files shall be deemed confidential and trade secret and shall not be used by Employee except solely for the benefit of the Company and shall not be disclosed by Employee during the term of this Agreement and indefinitely thereafter without the Company's authorization. These restrictions shall pertain to all information determined by the Company to be confidential or trade secret information and to all information about the Company that is not generally known to the public.

Rev. 6/2/92 B

1

Initials:

Employee: BAVQuark: WLM

(ii) If Employee's employment with the Company is terminated, Employee shall promptly turn over to the Company all documents and other items in Employee's possession embodying any confidential or trade secret information.

(iii) All research material and data of any kind generated by Employee, either solely or in the collaboration with others, during the period of Employee's employment with the Company which (1) were done within the scope of Employee's employment; or (2) which relate to the present or anticipated business of the Company, or (3) which were done on Company time or with the facilities of the Company shall be the property of the Company. Upon termination of Employee's employment, Employee shall turn over to the Company all of said research material and data and not keep any copies whatsoever.

(iv) The Company's confidential or trade secret information constitutes valuable assets of the Company. Employee recognizes that its value will be destroyed by dissemination.

(v) Employee will neither use at the Company nor disclose to the Company any confidential or trade secret information acquired by Employee from former business associations. Employee will hold the Company harmless and pay the Company its damages, expenses and full attorneys' fees should any liability ever arise from a breach of this subparagraph.

5. Copyrights. The Company shall own all creative work including all expressions in any media, whether published or unpublished, conceived by Employee, either solely or in the collaboration with others, during the period of Employee's employment with the Company which (1) were done within the scope of Employee's employment; or (2) which relate to the present or anticipated business of the Company; or (3) which were done on Company time or with the facilities of the Company. Employee agrees to reasonably assist and cooperate with the Company at its request in acquiring, maintaining and enforcing the rights to such creation.

6. Inventions.

(i) Employee shall disclose in writing to such person as the Company may designate (if no such person is so designated, then to the President of the Company), promptly and fully all inventions, improvements or discoveries of whatever kind or description, and whether patentable or unpatentable, made, conceived, developed or first reduced to practice by Employee, either solely or in the collaboration with others, during the period of Employee's employment with the Company which (1) were done within the scope of Employee's employment; or (2) which relate to the present or anticipated business of the Company; or (3) which were done on Company time or with the facilities of the Company. All such disclosures shall be prompt and in all cases prior to any sale, offer for sale, public use, or public disclosure of such inventions, improvements, or discoveries.

(ii) The Company shall own all rights, title and interest in and to such inventions, improvements, and discoveries. Employee further agrees to reasonably assist and cooperate with the Company at its request in acquiring, maintaining and enforcing the Company's rights to such inventions, improvements, and discoveries.

(iii) Employee will keep and maintain on behalf of the Company, or assist in keeping and maintaining, such records as will show the conception, reduction to practice and operation of all of the aforesaid inventions, improvements or discoveries as well as such other records as the Company may request, which records shall be and remain the property of the Company.

(iv) Employee will refrain from revealing to any person, unless authorized by the Company, any information concerning the Company's inventions, improvements or discoveries that are not generally known to the public.

(v) Except as set forth in any attached addendum, there are at present no inventions, improvements or discoveries that have been made, conceived or first reduced to practice by Employee, either solely or in collaboration with others, which Employee desires to remove from the operation of this Agreement.

Initials:  
Employee: 222  
Quark: mm

*Redacted*

11. Binding Effect. This Agreement shall be binding on Employee's heirs, executors, administrators, assigns and legal representatives and shall inure to the benefit of the Company, its subsidiaries, affiliates, successors and assigns.
12. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Colorado. The District Court in and for the City and County of Denver, State of Colorado shall have sole and exclusive jurisdiction and venue over any dispute which arises under this Agreement. Each of the parties submit and hereby consent to such Court's exercise of jurisdiction and venue.
13. Severability. All provisions contained in this Agreement are severable. In the event any one or more of the provisions herein is declared, for any reason to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Waiver of Breach. The waiver by the Company of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

Rev: 6/2/92 B

3

Initials:

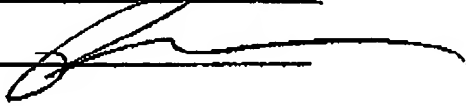
Employee: 3/21/05Quark: mm

15. Specific Performance and Injunctive Relief. Employee acknowledges that the breach of this Agreement by the Employee will cause irreparable injury to the Company. Employee agrees that the Company shall be entitled, in addition to other remedies and damages available, to specific performance and ex parte injunctive relief and without the necessity of posting or filing a bond or other security restraining violation of this Agreement by Employee, or Employee's partners, agents, servants, employers, employees and all persons acting for or with Employee.
16. Attorneys' Fees. In any action to enforce this Agreement or for damages relating to a breach of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees, costs and expenses incurred in such action.
17. Entire Agreement and Modifications. This Agreement supersedes all prior employment agreements between the Employee and the Company. This Agreement, together with any addenda specifically entitled "Addendum to Employment Agreement" constitute the entire agreement between the Company and the Employee. Any modifications must be in writing signed by both parties and must be specifically entitled "Modification to Employment Agreement" or "Addendum to Employment Agreement."
18. Legal Consultation. Employee acknowledges that Employee was given an ample opportunity to consult with legal counsel prior to executing this Agreement.
19. Signatures.

In Witness Whereof, the undersigned have executed this Agreement.

Employee: BRETT MUELLER

Quark, Inc.

Employee's Signature: 

By: Mallory Munsam

Title: Recruiter